FORM NLRB-4722



NOTICE TO EMPLOYEES



POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

YOU HAVE THE RIGHT to discuss wages, hours and working conditions and WE WILL NOT do anything to interfere with your exercise of that right.

WE WILL NOT promulgate, maintain, or enforce any rule that defines confidential information as "anything not explicitly, publicly, or purposefully disclosed by Apple."

WE WILL NOT promulgate, maintain, or enforce a Confidentiality and Intellectual Property Agreement, Business Conduct Policy, Misconduct and Discipline Policy, Social Media and Online Communications Policy, Confidentiality Obligations Upon Termination of Employment statement, or a Business Conduct and Global Compliance FAQ regarding confidential information that broadly defines "confidential" or "proprietary" information, or relies upon any other overly broad definitions of those terms, without contemporaneously notifying employees of their rights to discuss wages, hours, or working conditions and their rights to engage in union or other protected, concerted activity under the NLRA.

WE WILL NOT promulgate, maintain, or enforce a Business Conduct Policy that broadly restricts public speaking, responses to press inquiries and publishing articles without contemporaneously notifying employees of their rights to speak publicly, respond to press inquiries and publish articles regarding their wages, hours, or working conditions, or their union or other protected, concerted activity under the NLRA.

WE WILL NOT promulgate, maintain, or enforce a Business Conduct Policy that broadly restricts "conflicts of interest" or "outside activities," without contemporaneously notifying employees that such policies do not restrict their right to form, join or assist a union, or engage in other protected, concerted activity and that these activities are not considered to be conflicts of interest or outside activities under such policy.

WE WILL NOT promulgate, maintain, or enforce a Business Conduct Policy that broadly prohibits sharing of employee personal identifying information if such policy could be interpreted as prohibiting the sharing of personal contact information, employment history, compensation or other terms and conditions of employment.

WE WILL NOT promulgate, maintain, or enforce a Workplace Searches and Privacy Policy that advises you that we have the right to access Apple's network or systems, or any non-Apple device used to conduct Apple business, without contemporaneously advising you that we will not exercise our right of access to monitor your union or other protected, concerted activity.

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at https://www.federalrelay.us/tty (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.

32-CA-284428

FORM NLRB-4722



NOTICE TO EMPLOYEES



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AN AGENCY OF THE UNITED STATES GOVERNMENT

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- Choose a representative to bargain with your employer on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT promulgate, maintain, or enforce a Misconduct and Discipline Policy that fails to reiterate employee rights during investigations that Apple may conduct regarding alleged unfair labor practices under the National Labor Relations Act, and/or contains overly broad restrictions on photography and recording.

WE WILL NOT advise you that you are subject to discipline for violating overly broad rules regarding confidential or proprietary information or for failing to report alleged violations of overly broad rules relating to confidential or proprietary information.

WE WILL NOT advise you that you are subject to discipline for violating overly broad rules regarding photographing, video or audio recording that prohibit the recording of protected, concerted activity.

WE HAVE clarified the aspects of the Confidentiality and Intellectual Property Agreement described above and revised it to make clear that the definition of "Proprietary Information," which was changed to "Apple Confidential Information," does not include wages, hours, and working conditions, to reiterate employee rights about discussing terms and conditions of employment and reporting to governmental agencies, and to make clear that prohibitions against "conflicting outside interests" do not cover forming or joining (or refraining from joining) labor organizations of an employee's choice and WE HAVE informed employees of these clarifications.

WE HAVE rescinded the aspects of Business Conduct and Global Compliance FAQ regarding Confidential Information described above and revised it to conform with the definition of Apple Confidential Information described above and **WE HAVE** informed employees of these revisions.

WE HAVE rescinded the aspects of the Business Conduct Policy described above and revised it to make clear that Apple Confidential Information does not include wages, hours, and working conditions, that employees may communicate about labor disputes, to clarify that employees may not respond to public inquiries or participate in speaking engagements where employees could be construed as speaking on behalf of Apple, to clarify that employees may publish articles but must receive approval about articles about Apple products or services or could be seen as a conflict of interest, make clear that a conflict of interest does not include forming, joining, or assisting a union, or engaging in protected, concerted activity, to make clear that employees do not need to notify a manager of outside employment that complies with our policy, and to inform employees that searches will not be used to monitor employees' protected, concerted activity, and WE HAVE informed employees of these revisions.

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at https://www.federalrelay.us/tty (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.
THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED DEFACED OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO, THE ASSISTANT TO THE REGIONAL DIRECTOR NATHAN SEIDMAN AT nathan.seidman@nlrb.gov or (213) 634-6518.

32-CA-284428

FORM NLRB-4722



NOTICE TO EMPLOYEES



POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

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- Choose a representative to bargain with your employer on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE HAVE rescinded the aspects of the Workplace Searches and Privacy Policy described above and revised it to conform with the definition of Apple Confidential Information described above and to inform employees that searches will not be used to monitor employees' protected, concerted activity and **WE HAVE** informed employees of these revisions.

WE HAVE rescinded the aspects of the Misconduct and Discipline Policy described above and revised it to conform with the definition of Apple Confidential Information described above, to reiterate employee rights under the National Labor Relations Act relating to certain workplace investigations relating to alleged unfair labor practices under the National Labor Relations Act, to clarify when recording and photography is permitted and prohibited, and **WE HAVE** informed employees of these revisions.

WE HAVE rescinded the aspects of the Social Media and Online Communications Policy described above and revised it to conform with the definition of Apple Confidential Information described above and **WE HAVE** informed employees of these revisions.

WE HAVE rescinded the prior version of the Confidentiality Obligations Upon Termination of Employment statement, which contained an overbroad definition of proprietary information, and revised it to conform with the definition of Apple Confidential Information described above and **WE HAVE** informed employees of these revisions.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

		APPLI	E INC.	
		(Charge	d Party)	
Dated:	By:			
		(Representative)	(Title)	

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at https://www.federalrelay.us/tty (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

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UNITED STATES GOVERNMENT NATIONAL LABOR RELATIONS BOARD SETTLEMENT AGREEMENT

IN THE MATTER OF

APPLE INC.

Case 32-CA-284428

. . .

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party Apple Inc. and the Charging Party Ashley Marie Gjovik

HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:

POSTING OF NOTICE TO EMPLOYEES — The Charged Party will post a link to a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on the Policies and Notices page of its People intranet and keep such link continuously posted there for 60 consecutive days from the date it was originally posted. Such link will read, "This Notice is Posted Pursuant to a Settlement Agreement Approved by the Regional Director of Region 21 of the National Labor Relations Board in Case 32-CA-284428." Charged Party will also post, on a public-facing website maintained indefinitely by Charged Party containing legal notices, an explanation of revisions to the definition of Confidential Information (or comparable term) in the Confidentiality and Intellectual Property Agreement. To document its compliance with this requirement, the Charged Party will submit screen shots of the posting to include screen shots of the path to the intranet page that shows the Notice, along with a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlrb.gov. Should further investigation or verification of the intranet or website posting become necessary, the Charged Party will provide appropriate intranet or website access to the Compliance Assistant or Compliance Officer assigned to the case(s).

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

NON-ADMISSION—By entering into this Agreement the Charged Party does not admit to any violation of the National Labor Relations Act ("Act").

ADDITIONAL TERMS – The Charged Party agrees that it will not enforce the definition of Proprietary Information (or similar terms) set forth in any version of the Confidentiality and Intellectual Property Agreement ("IPA") effective as of the date that this Agreement is executed to the extent that such definition covers terms and conditions of employment protected under Section 7 of the Act.

A further material term of this Agreement is that the Charged Party is directed to prospectively clarify the definition of Proprietary Information (or similar terms) in the IPA and make other clarifications to the IPA relating to the Section 7 rights of employees or at its option issue a new IPA for certain employees with prospective effect, with such clarified definition of Proprietary

Charged Party Initials:	MLS	Charging Party Initials:	AM	.6

Information (or similar terms) or such new agreement as reflected in the attached Appendix A, and has agreed to revise certain other policies, as reflected in the attached Appendix B.¹

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters, including, but not limited to, 32-CA-282142, 32-CA-283161, and 32-CA-284441. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes		No	MLS
	Initials		Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on October 3, 2024, in the instant case. Thereafter, the General Counsel may file a motion for default judgment with the Board on the

¹ Charged Party, through counsel, will provide Charge	ging Party with notice of these revisions.
Charged Party Initials: MLS	Charging Party Initials: AMG

allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Apple Inc.	Charging Party Ashley Marie Gjovik			
By: Name and Title Date	By: Name and Title Date			
/s/ Mark L. Stolzenburg March 25, 2025 Print Name and Title below	Ashlay M. Gjovik April 3 2025 Print Name and Title below			
Attorney for Apple Inc.	Ashley M. Gjovik, Charging Party			
Recommended By: Date	Approved By: Date			
/s/ Elvira Pereda 4/4/2025	Digitally signed by NATHAN SEIDMAN Date: 2025.04.04 11:53:05 -07'00'			
ELVIRA PEREDA	NATHAN M. SEIDMAN			
Counsel for the Acting General	Acting Regional Director, Region 21			
Counsel				

Charged Party Initials: MLS

Charging Party Initials: AMG

(To be printed and posted on official Board notice form)

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

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- Act together with other employees for your benefit and protection;
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WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

YOU HAVE THE RIGHT to discuss wages, hours and working conditions and WE WILL NOT do anything to interfere with your exercise of that right.

WE WILL NOT promulgate, maintain, or enforce any rule that defines confidential information as "anything not explicitly, publicly, or purposefully disclosed by Apple."

WE WILL NOT promulgate, maintain, or enforce a Confidentiality and Intellectual Property Agreement, Business Conduct Policy, Misconduct and Discipline Policy, Social Media and Online Communications Policy, Confidentiality Obligations Upon Termination of Employment statement, or a Business Conduct and Global Compliance FAQ regarding confidential information that broadly defines "confidential" or "proprietary" information, or relies upon any other overly broad definitions of those terms, without contemporaneously notifying employees of their rights to discuss wages, hours, or working conditions and their rights to engage in union or other protected, concerted activity under the NLRA.

WE WILL NOT promulgate, maintain, or enforce a Business Conduct Policy that broadly restricts public speaking, responses to press inquiries and publishing articles without contemporaneously notifying employees of their rights to speak publicly, respond to press inquiries and publish articles regarding their wages, hours, or working conditions, or their union or other protected, concerted activity under the NLRA.

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Charged Party Initials: 1	Charging Party Initials:	\Box	()	4	

device used to conduct Apple business, without contemporaneously advising you that we will not exercise our right of access to monitor your union or other protected, concerted activity.

WE WILL NOT promulgate, maintain, or enforce a Misconduct and Discipline Policy that fails to reiterate employee rights during investigations that Apple may conduct regarding alleged unfair labor practices under the National Labor Relations Act, and/or contains overly broad restrictions on photography and recording.

WE WILL NOT advise you that you are subject to discipline for violating overly broad rules regarding confidential or proprietary information or for failing to report alleged violations of overly broad rules relating to confidential or proprietary information.

WE WILL NOT advise you that you are subject to discipline for violating overly broad rules regarding photographing, video or audio recording that prohibit the recording of protected, concerted activity.

WE HAVE clarified the aspects of the Confidentiality and Intellectual Property Agreement described above and revised it to make clear that the definition of "Proprietary Information," which was changed to "Apple Confidential Information," does not include wages, hours, and working conditions, to reiterate employee rights about discussing terms and conditions of employment and reporting to governmental agencies, and to make clear that prohibitions against "conflicting outside interests" do not cover forming or joining (or refraining from joining) labor organizations of an employee's choice and WE HAVE informed employees of these clarifications.

WE HAVE rescinded the aspects of Business Conduct and Global Compliance FAQ regarding Confidential Information described above and revised it to conform with the definition of Apple Confidential Information described above and **WE HAVE** informed employees of these revisions.

WE HAVE rescinded the aspects of the Business Conduct Policy described above and revised it to make clear that Apple Confidential Information does not include wages, hours, and working conditions, that employees may communicate about labor disputes, to clarify that employees may not respond to public inquiries or participate in speaking engagements where employees could be construed as speaking on behalf of Apple, to clarify that employees may publish articles but must receive approval about articles about Apple products or services or could be seen as a conflict of interest, make clear that a conflict of interest does not include forming, joining, or assisting a union, or engaging in protected, concerted activity, to make clear that employees do not need to notify a manager of outside employment that complies with our policy, and to inform employees that searches will not be used to monitor employees' protected, concerted activity, and WE HAVE informed employees of these revisions.

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Charged Party Initials: MLS	Charging Party Initials:	AMG
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WE HAVE rescinded the aspects of the Misconduct and Discipline Policy described above and revised it to conform with the definition of Apple Confidential Information described above, to reiterate employee rights under the National Labor Relations Act relating to certain workplace investigations relating to alleged unfair labor practices under the National Labor Relations Act, to clarify when recording and photography is permitted and prohibited, and WE HAVE informed employees of these revisions.

WE HAVE rescinded the aspects of the Social Media and Online Communications Policy described above and revised it to conform with the definition of Apple Confidential Information described above and WE HAVE informed employees of these revisions.

WE HAVE rescinded the prior version of the Confidentiality Obligations Upon Termination of Employment statement, which contained an overbroad definition of proprietary information, and revised it to conform with the definition of Apple Confidential Information described above and WE HAVE informed employees of these revisions.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

		APPLE INC.		
		(Charged Party)		
Dated:	By:		_	
		(Representative) (Title)		

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Callers who are deaf or hard of hearing who wish to speak to an NLRB representative should send an email to relay.service@nlrb.gov. An NLRB representative will email the requestor with instructions on how to schedule a relay service call.

US Court House, Spring Street **Telephone:** (213)894-5200 312 N Spring Street, 10th Floor **Hours of Operation:** 8:30 a.m. to 5 p.m.

Los Angeles, CA 90012

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

Charged Party Initials:	MLS	Charging Party Initials:	1	16	7

Apple Inc. 32-CA-284428

From Meza, Sylvia < Sylvia. Meza@nlrb.gov>

To Stolzenburg, Mark L.<mark.stolzenburg@morganlewis.com>,
Mahoney, Brian

brian.mahoney@morganlewis.com>, harry.johnson

harry.johnson@morganlewis.com>,
kelcey.phillips@morganlewis.com, Carey, Crystal S.<crystal.carey@morganlewis.com>

CC Ashley Gjovik < ashleymgjovik@protonmail.com >

Date Monday, April 14th, 2025 at 4:43 PM

CAUTION: This email and any attachments may contain Controlled Unclassified Information (CUI). National Archives and Records Administration (NARA) regulations at 32 CFR Part 2002 apply to all executive branch agencies that designate or handle information that meets the standards for CUI.

Dear Gentlepersons:

Attached you will find a copy of the:

- 1. Informal Settlement Agreement
- 2. Detailed letter soliciting compliance
- 3. Notice to Employees. The Employer is to make color copies of the attached Notice on 8½ by 14 legal-sized paper and ensure each copy of the Notice retains the heading at the top of the Notice and the Region's contact information at the bottom of the Notice. Please note that this Notice consists of three separate panels marked Panel 1 of 3, Panel 2 of 3, and Panel 3 of 3.
- 4. Note: Physical copies of the above documents will NOT follow via mail.

E-filing Requirements. The NLRB is requiring the mandatory electronic filing of all case documents. See <u>GC 20-01</u>. Written instructions for using the Agency's E-filing system and the Agency's Electronic Filing Terms and Conditions have been posted on the Agency's <u>website</u>. The Agency's website also contains a <u>video demonstration</u> which provides step-by-step instructions for e-filing.

Thank you,

National Labor Relations Board, Region 21

US Court House, Spring Street

312 North Spring Street, Suite 1050, 10th Floor

Los Angeles, CA 90012

Please be aware that this email may be subject to public disclosure under the Freedom of Information Act or other authorities, though exceptions may apply for certain case-related information, personal privacy, and other matters.

1.83 MB 5 files attached

LTR.32-CA-284428 - APPLE INC - LETTER SOLICITING COMPLIANCE BILATERAL ISA - 4-4-2025.pdf 242.15 KB

NEE.32-CA-284428 - APPLE INC - Notice to Employees - Panel 1 of 3.pdf 265.69 KB

NEE.32-CA-284428 - APPLE INC - Notice to Employees - Panel 2 of 3.pdf 288.01 KB

NEE.32-CA-284428 - APPLE INC - Notice to Employees - Panel 3 of 3.pdf 260.80 KB

SET.32-CA-284428.Approved Bilateral Settlement Agreement.pdf 814.56 KB



UNITED STATES GOVERNMENT NATIONAL LABOR RELATIONS BOARD

REGION 21 US Court House, Spring Street 312 N Spring Street, 10th Floor Los Angeles, CA 90012

Agency Website: www.nlrb.gov Telephone: (213)894-5200 Fax: (213)894-2778

Agent's Direct Dial: (213) 634-6409 Email address: sylvia.meza@nlrb.gov

April 14, 2025

Served via email only

Mark L. Stolzenburg, Attorney at Law Morgan Lewis & Bockius LLP Email: mark.stolzenburg@morganlewis.com

Brian Mahoney, Attorney at Law Morgan, Lewis & Bockius LLP Email: brian.mahoney@morganlewis.com

Harry I. Johnson III, Attorney at Law Morgan, Lewis & Bockius LLP Email: harry.johnson@morganlewis.com

Kelcey J. Phillips, Esquire Morgan, Lewis & Bockius LLP Email: kelcey.phillips@morganlewis.com

Crystal S. Carey, Attorney at Law Morgan, Lewis & Bockius, LLP Email: crystal.carey@morganlewis.com

Re: **Apple Inc.**

Case: 32-CA-284428

Dear Gentlepersons:

Enclosed is a conformed copy of the Settlement Agreement in the above matter that was approved on April 4, 2025. The Settlement Agreement has been assigned to me to secure compliance with its terms. This letter discusses what the Charged Party needs to do to comply with the Agreement and sets forth deadlines for the return of documentary evidence and certification demonstrating the Charged Party's efforts to comply. In corresponding with the Agency during the compliance phase, please be advised that the NLRB requires the mandatory electronic filing of all case documents via the Agency's e-filing portal at www.nlrb.gov.

Apple Inc. - 2 - April 14, 2025

Case(s) 32-CA-284428

Intranet Posting of Notice: The Agreement provides that the Charged Party will post a link to a copy of the Notice in English on the Policies and Notices page of its People intranet and keep such link continuously posted there for 60 consecutive days from the date it was originally posted. Such link will read, "This Notice is Posted Pursuant to a Settlement Agreement Approved by the Regional Director of Region 21 of the National Labor Relations Board in Case 32-CA-284428." To document its compliance with this requirement, the Charged Party will submit a screenshot of the intranet or website posting to include a screenshot of the path to the intranet page that shows the Notice, along with a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlrb.gov. Should further investigation or verification of the intranet or website posting become necessary, the Charged Party will provide appropriate intranet or website access to the Compliance Assistant or Compliance Officer assigned to the case(s).

The Settlement Agreement further provides that the Charged Party will also post on a public-facing website maintained indefinitely by Charged Party containing legal notices, an explanation of revisions to the definition of Confidential Information (or comparable term) in the Confidentiality and Intellectual Property Agreement. To document its compliance with this requirement, the Charged Party will submit a screenshot of the posting to include a screenshot of the path to the intranet page that shows the explanation of revisions to the definition of Confidential Information (or comparable term) in the Confidentiality and Intellectual Property Agreement along with a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlrb.gov. Should further investigation or verification of the intranet or website posting become necessary, the Charged Party will provide appropriate intranet or website access to the Compliance Assistant or Compliance Officer assigned to the case(s).

<u>Provided Charging Party with Notice of Revisions:</u> As set forth in the Settlement Agreement, Charged Party, through counsel, will provide Charging Party with notice of said revisions.

By April 28, 2025, the Charged Party must:

- Post a link to a copy of the Notice to Employees on the Charged Party 's intranet as set forth in the Settlement Agreement.
- E-file a copy of a screenshot of the intranet or website posting to include a screenshot of the path to the intranet page that shows the Notice, along with a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlrb.gov.
- E-file a copy of a screenshot that shows the explanation of revisions to the definition of Confidential Information (or comparable term) in the Confidentiality and Intellectual Property Agreement.

Apple Inc. - 3 - April 14, 2025

Case(s) 32-CA-284428

- E-file a copy of the signed and dated Notice to Employees via the Agency's e-filing portal at www.nlrb.gov.
- Charged Party, through counsel, will provide Charging Party with notice of said revisions.

<u>Certification of Compliance</u>: Certification of Posting form is enclosed. The Charged Party must complete and return the following form by the deadline listed below:

 By <u>April 28, 2025</u>, return via e-file the completed Certification of Posting form, along with a color copy of the signed Notice and, if applicable, documentary evidence to support the Charged Party's compliance with distributing the signed Notice to employees through other methods and any other requested documentary evidence.

<u>Electronic Filing of Documents</u>: The NLRB requires mandatory electronic filing of all case documents. See <u>GC 20-01</u> for more information. Written instructions for using the Agency's e-filing system and the Agency's Electronic Filing Terms and Conditions have been posted on the Agency's <u>website</u>. The Agency's website also contains a <u>video demonstration</u> which provides step-by-step instructions for e-filing.

Case Closing

When all the affirmative terms of the Settlement Agreement have been fully complied with and there are no reported violations of its negative provisions, you will be notified that this case has been closed on compliance. Timely submission of the Certification of Posting, along with the documents requested within, will assist the Regional Office in recommending the closing of this case in a timely manner.

Your cooperation in this matter will be appreciated.

Thank you,

/s/ *Sylvia Meza*Sylvia Meza
Compliance Officer

Enclosures: Copy of Conformed Settlement Agreement

Notice to Employees

Certification of Posting Form

Case 3:23-cv-04597-EMC Document 2203-4 Fifele 04/6/3/2/25 P&geg 62.5 fo 6 2 3

Apple Inc. - 4 -April 14, 2025

Case(s) 32-CA-284428

cc:

Ashley Marie Gjovik Email: ashleymgjovik@protonmail.com

CERTIFICATION OF POSTING

RE: Apple Inc. Case(s) 32-CA-284428

Due Date: April 28, 2025

(If additional space is needed to provide a full response, attach a sheet(s) with the necessary information.) As required by the Settlement Agreement in this matter, this document is a sworn certification of the steps that the Charged Party has taken to comply

Intranet Posting	
page of its People intr	o include screenshots of the path to the intranet page that show the Notice
	igned Notice displaying full text of the Notice, including the date, e responsible official of the Charged Party was e-filed together with
Electronic Posting of Re	evisions:
	an explanation of revisions to the definition of (or comparable term) in the Confidentiality and Intellectual Property on a public-facing website maintained indefinitely by Charged Party
A screenshot of the explosting.	lanation of revisions must be e-filed together with this Certificate of

Continued next page

Apple Inc.
Case(s) 32-CA-284428
Certification of Compliance
Page 2

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Provided Charging Party with Notice of Revisions

On (date)	_, the C	Charged Party, through counsel, provided
the Charging Party with notice of the re	evisions	s as set forth in the Settlement Agreement via the
following method (ex. e-mail, U.S. Mai	il)	·
I have completed this Certification of P correct.	osting a	and state under penalty of perjury that it is true and
	C	CHARGED PARTY
В	By: _	
Т	Title:	
D	Date:	

This form should be returned to the Regional Office together with **ONE** original Notice, dated and signed in the same manner as those posted. The Certification of Posting form and color-scanned signed Notice should be returned via e-file at www.nlrb.gov.